



City of  
**Rockville**  
Get Into It

City of Rockville  
Rockville, Maryland

**INVITATION FOR BID 22-17**  
**PREVENTIVE MAINTENANCE FOR FITNESS**  
**EQUIPMENT**

**BIDS DUE BY 2:00PM, MONDAY, MARCH 20, 2017**

**ISSUED BY:**

**Jessie J. Woods, Buyer**  
**Procurement Division**  
**City of Rockville, City Hall**  
**111 Maryland Avenue**  
**Rockville, Maryland 20850**  
**Phone: (240) 314-8431**  
**Fax: (240) 314-8439**

Any individual with a disability who would like to receive the information in this publication in another form may contact the ADA Coordinator at 240-314-8100, TDD 240-314-8137

**MFD Outreach Program**

**It is the intent of the City of Rockville to increase opportunities for minority, female and disabled (MFD) owned businesses to compete effectively at supplying goods, equipment, and services to the City, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economic considerations. Suggested changes and MFD enhancements to this solicitation's requirements for possible consideration and/or inclusion in future solicitations are encouraged.**

**NO FAXED BIDS SHALL BE ACCEPTED.**



**CITY OF ROCKVILLE  
111 MARYLAND AVENUE  
ROCKVILLE, MARYLAND**

**INVITATION FOR BID 22-17**  
**PREVENTIVE MAINTENANCE FOR FITNESS EQUIPMENT**

Sealed bids addressed to the City of Rockville, Maryland for **PREVENTIVE MAINTENANCE FOR FITNESS EQUIPMENT** will be received at the: **CITY OF ROCKVILLE, ATTN: PROCUREMENT DIVISION, 111 MARYLAND AVENUE, ROCKVILLE, MARYLAND 20850** until **MONDAY, MARCH 20, 2017, BY 2PM**, at which time, the bids will be publicly opened and read aloud in the Mayor and Council Chambers Conference Room at the same address.

The bidder assumes full responsible for the timely delivery to the designated location. Bids delivered to any other office or location will not be considered. All bids will be publicly open at the time set for the receipt of bid and read aloud in the Mayor and Council chambers at the same address.

**PRE-BID CONFERENCE & SITE VISITS**

A pre-bid meeting is scheduled for **MONDAY MARCH 6, 2017, 10AM**, in the Black Eyed Susan Conference Room. The room is located at 111 Maryland Avenue, Rockville, Maryland 20850. Failure to attend may result in a significant decrease in understanding of the scope of work. Attendance at the pre-bid conference is not required, **but highly recommended**.

**RSVP to [jessie.woods@rockvillemd.gov](mailto:jessie.woods@rockvillemd.gov) , no later than 3-3-2017, by 2PM.**

Two (2) site visits will commence immediately following the pre-bid meeting. The tours will include site visits to both the Senior and Swim Center. The Senior Center is located at 1150 Carnation Drive Rockville, MD 20850. The Swim Center is located at 355 Martins Lane Rockville, MD 20850. Bidders shall utilize their own transportation to attend the visits.

Upon completion of the two (2) designated site visits, bidders are invited to continue the site visits via their own transportation to the following locations: Lincoln Park Community Center, Thomas Farm Community Center, and the Twinbrook Community Center.

No other site visits are planned.

**ADMINISTRATIVE BIDDING REQUIREMENTS AND INSTRUCTIONS**

**1. Procurement Rules:**

- A. The City of Rockville has established for purposes of this Invitation for Bid (IFB) that the words "shall", "must", or "will" are equivalent in this IFB and indicate a mandatory requirement or condition, the material deviation from which will not be waived by the City. A deviation is material if, in the City's sole discretion, the deficient response is not in substantial accord with this IFB's mandatory requirements.

- B. The words “should” or “may” are equivalent in this IFB and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a bid proposal, but may result in being considered as not in the best interest of the City of Rockville.
- C. To be considered for an award, the Bidder must agree to abide by each mandatory requirement included in this IFB.
- D. Definitions:
1. The term “**Invitation for Bid**” (IFB) means this invitation for you, the Bidder, to make an offer to the City of Rockville.
  2. The terms “**bid**” and “**bid proposal**” means the offer submitted by you, the Bidder, in response to this IFB.
  3. The term “**bidder**” means the entity making an offer to the City of Rockville in response to this IFB.
  4. The term “**City**” means the City of Rockville.
  5. The term “**Contractor**” means a bidder that is awarded a contract as a result of this IFB.
  6. The term “**day**” means calendar day unless otherwise specified in this document.
  7. The term “**dollar**” and the symbol “\$” mean United States of America dollars.
  8. The terms “**you**” and “**your**” means the same as the term “bidder” above.
  9. All references to a time of day are references to the time in Montgomery County, Maryland, USA.

## **2. Proposed Schedule:**

- A. IFB release date – MONDAY, FEBRUARY 27, 2017**
- B. Pre-bid and site visits - MONDAY, MARCH 6, 2017**
- C. Questions Due – MONDAY, MARCH 13, 2017, BY 2PM**
- D. IFB closing date – MONDAY, MARCH 20, 2017, 2PM**
- E. Opening/Reading of bids – MONDAY, MARCH 20, 2017, 2PM**

## **SUBMISSION**

Bid submissions shall be provided in duplicate (one original and one copy). Bid must be submitted in a sealed container labeled as follows:

### **PREVENTIVE MAINTENANCE FOR FITNESS EQUIPMENT**

**Name and address of Bidder**

Bid Number 22-17

Closing Date

**All bids shall be addressed and delivered by the date and time specified to:**

City of Rockville  
Attn: JESSIE J. WOODS, BUYER  
Procurement Division  
111 Maryland Avenue  
Rockville, Maryland 20850

**DEADLINE FOR QUESTIONS:**

Questions pertaining to this Bid shall be directed to Jessie J. Woods via email at [jessie.woods@rockvillemd.gov](mailto:jessie.woods@rockvillemd.gov) , no later than TUESDAY, MARCH 7, 2017, BY 2PM. Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City.

**BID RELATED QUESTIONS:**

Technical and contractual questions pertaining to this IFB shall be directed to:

Jessie J. Woods  
Buyer  
City of Rockville  
Purchasing Division  
111 Maryland Avenue  
Rockville, MD 20850  
Telephone (240) 314-8431  
E-mail: [jessie.woods@rockvillemd.gov](mailto:jessie.woods@rockvillemd.gov)

**AWARD**

Award will be made to the lowest responsive and responsible bidder complying with all provisions of the Invitation for Bid, provided the bid price is reasonable and in the best interest of the City to accept.

Upon award, the City will issue a contract to the chosen bidder in amount to be determined at the time of award based on available funding.

**ADDENDUM**

Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City.

To ensure fair consideration for all offerors, any interpretation made to prospective offerors will be expressed in the form of an addendum to the specifications, if such information is deemed necessary for the preparation of proposals or if the lack of such information would be detrimental to the uninformed offeror. Such addendums, if issued, will posted at the address listed below:

<http://rockvillemd.gov/business/bids.htm#bids>

Please note, that it is the bidder' responsibility to check this site frequently for Addendums, which may impact pricing, this documents requirements, terms and/or conditions. Failure to acknowledge an Addendum with your response may result in disqualification of proposal.

**AGREEMENT**

The successful Contractor shall be required to complete a two party standard form of agreement. See sample contract on pages 30-31.

**INSURANCE**

The successful Contractor shall meet all the insurance requirements contained within this document. The Contractor shall be required to furnish a certificate of insurance to include endorsements for additional insured and waiver of subrogation.

**NOTICE TO BIDDERS**

Companies not incorporated in the State of Maryland must be in compliance with the State of Maryland Code of Regulations Title 21, State Procurement Regulations in order to enter into a contract with the City. "Pursuant to 7-201 et seq. of the Corporations and Associations, Article of the Annotated Code of Maryland corporations not incorporated in the State, shall be registered with the Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this state. Before doing any intrastate business in this state, a foreign corporation shall qualify with the Department of Assessments and Taxation."

**W-9 FORM REQUIRED**

Each bidder shall submit a completed W-9 form with their bid. In the event of contract award, this information is required to issue purchase orders and payments to your firm. A copy of this form can be down loaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf> .

**US TREASURY IDENTIFICATION NUMBER**

Bidders must supply with their bids their U.S. Treasury Department Employers' Identification Number as such number is shown on their Employer's quarterly Federal Tax Return (U.S. Treasury Department Form No. 941). This number shall be inserted on the Bid Sheet in the space provided.

**QUALIFICATION TO CONTRACT WITH PUBLIC BODY**

Bidders must be qualified to bid in the state in accordance with Section 16-202(a) of the State Finance and Procurement Article of the Annotated Code of Maryland which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering a contract with the City.

**DISABILITY INFORMATION**

ANY INDIVIDUALS WITH DISABILITIES WHO WOULD LIKE TO RECEIVE THE INFORMATION IN THIS PUBLICATION IN ANOTHER FORM MAY CONTACT THE ADA COORDINATOR AT 240-314-8100, TDD 240-314-8137.

It is the intent of the City of Rockville to purchase goods, equipment, and services having the least adverse environmental impact, within the constraints of its codified purchasing requirements, departmental needs, availability, and sound economic considerations. Suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.

It is the intent of the City of Rockville to increase opportunities for minority, female and disabled (MFD) owned businesses to compete effectively at supplying goods, equipment, and services to the City, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economic considerations. Suggested changes and MFD enhancements to this document's requirements for possible consideration and/or inclusion in future like requirements are encouraged.



## CITY OF ROCKVILLE MARYLAND GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

NON-CONSTRUCTION – 9/2011

1. **TERMS AND CONDITIONS** The terms and conditions of this document govern in event of conflict with any terms of the bidder's proposal, and are not subject to change by reasons of written or verbal statement by the contractor unless accepted in writing. Words and abbreviations which have well known technical or trade meanings are used in accordance with such meanings.
2. **SUBMISSION OF BID** Unless otherwise specified in the solicitation, all bids are to be submitted in a sealed envelope to the Purchasing Office, 111 Maryland Avenue, Rockville, MD 20850. The envelope shall be clearly marked with the invitation for bid number. Unless otherwise specified, the following forms must be submitted:
  - Bid proposal page(s) in duplicate
  - Non-collusion/non-conviction affidavit
  - References, if requested
  - Other forms as requested in the document.

The bid proposal form must be typed or written in ink. Conditional bids and bids containing escalator clauses will not be accepted. All bids must be regular in every respect and no interlineation, exclusions, or special conditions shall be made or included. Bids must contain an original signature, in the space provided, of an individual authorized to bind the bidder.

3. **LATE BIDS** It is the bidder's responsibility to assure delivery of the bid at the proper time to the designated location. Bids delivered to any other office or location will not be considered.
4. **ADDENDUM** In the event that any addenda to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed in the addendum. It is the responsibility of the bidder to make inquiry as to addenda issued. Oral answers to questions relative to interpretation of specifications will not be binding on the City. Such addendums, if issued, will posted at: <http://rockvillemd.gov/business/bids.htm#bids>

Please note, that it is the bidders responsibility to check this site frequently for Addendums, which may impact pricing, this document's requirements, terms and/or conditions. Failure to acknowledge an addendum on the bid proposal form or to sign and return an Addendum with your response may result in disqualification of proposal.

5. **BID OPENING** All bids received in response to an Invitation for Bid will be opened at the date, time and place specified and publicly read. A tabulation of bids received are posted on the City's website: <http://www.rockvillemd.gov/business/bids.htm>
6. **ACCEPTANCE OF BIDS** Unless otherwise specified, the City will accept or reject any or all bids or any or all items within ninety (90) days after the date of bid opening, unless extended by mutual consent of all parties.
7. **BID WITHDRAWAL** Bids may be withdrawn or modified under the following circumstances:
  - a. Where a mistake is discovered before the bid opening, the bid may be modified or withdrawn by written or electronic notice received by the Purchasing Agent prior to the time set for bid opening.
  - b. Where a mistake is discovered after the bid opening but prior to contract award, a bid: 1) may be corrected where the error is made and the intended bid price can be determined solely from the bid documents submitted, and the Purchasing Agent determines that the mistake was inadvertent and bona fide;
  - c. May be withdrawn where the bid was submitted in good faith and the bid price is substantially lower than the other bids due solely to a clerical mistake therein as opposed to a judgment mistake and the mistake was due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid.
  - d. No bid may be withdrawn or award canceled when the result would be prejudicial to the interests of the City or fair competition.
  - e. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or business to whom the contract is awarded, or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
  - f. If a bid is withdrawn or award canceled under the authority of this section, the lowest remaining bid shall be deemed to be the low bid.

- g. Nothing herein shall prevent the City from rejecting all bids if deemed to be in the interest of the City or fair competition.
8. **BIDDER INTEREST IN MORE THAN ONE BID** Multiple bids received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder, will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.
  9. **PRICES** Bids must be submitted on a firm, fixed price, F.O.B. Destination basis only unless otherwise specified herein.
  10. **ERRORS IN BIDS** When an error is made in extending total prices, the unit price will govern. Erasures in bids must be initialed by the bidder.
  11. **TAX EXEMPTION** The City is exempt from the payment of any federal excise or any Maryland sales tax.
  12. **SPECIFICATIONS** Bidders are expected to be thoroughly familiar with all bid documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the contract documents. In the process of assembling and binding the bid documents individual pages or drawings may have been inadvertently omitted. Each bidder shall carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that bid documents are incomplete.
  13. **BID AWARD** Award will be made to lowest responsive and responsible bidder complying with all provisions of the Invitation for Bid, provided the price is reasonable and in the best interest of the City to accept. The City reserves the right to award by individual commodities/services, group, all or none or any combination thereof. When a group is specified, all items in the group must be bid.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the services required;
  - b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
  - c. The character, integrity, reliability, reputation, judgment, experience and efficiency of the bidder;
  - d. The quality of performance on previous contracts or services;
  - e. The previous and existing compliance by the bidder with laws and ordinance relating to the contract or service;
  - f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
  - g. The quality, availability and adaptability of the goods or services to the particular use required;
  - h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
  - i. Whether the bidder is in arrears to the City or a debt or contract or is in default on a surety to the City;
  - j. Such other information as may be secured by the City having a bearing on the decision to award the contract.
14. **MULTI-YEAR BIDS** Multi-year contracts may be continued each fiscal year only after funding appropriations have been granted. In the event necessary funding appropriation is not granted, the multi-year contract shall be null and void, effective July 1st of the affected year. Should the vendor decline the City's right to exercise any option period, the City may consider the vendor in default, which may affect that vendor's eligibility for future contracts.
  15. **BIDDER'S PAYMENT TERMS** The City will reject as non-responsive a bid under this solicitation, which is conditioned on payment of proper invoices in less than thirty (30) days. However, this does not preclude a bidder from offering a prompt payment discount for payment of proper invoices in less than thirty (30) days.
  16. **INTERPRETATION** Any questions concerning terms, conditions and definitions of the contract and bidding regulations shall be directed in writing to the Purchasing Agent. The submission of a bid shall be prima facie evidence that the bidder thoroughly understands the terms of the contract documents. The Contractor shall take no advantage of any error or omission in these contract documents.
  17. **BRAND NAME OR EQUAL** Identification of an item by manufacturer's name, trade or brand name, or catalog number is for information and establishment of a quality level desired and is not intended to restrict competition. Bidders may offer any brand which meets or exceeds the specification, unless 'brand name only' is specified. Bids on other makes and/or models will be considered provided the bidder clearly states on the proposal what is being proposed and forwards with the bid complete descriptive literature indicating how the characteristics of the article being offered will meet the specifications. The City reserves the right to accept or reject items offered as an equal.
  18. **EXECUTION OF AGREEMENT** Subsequent to award and within fifteen (15) calendar days after the prescribed forms are presented to the Contractor, the Contractor shall execute and deliver to the City the required Agreement and other forms as requested. Failure of the successful bidder to execute the Agreement and supply other required forms within fifteen (15) calendar days shall constitute a default. The City may either award the contract to the next low responsive and responsible bidder or re-advertise the bids, and may charge against the original bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed. If a more favorable bid is received by a re-advertising, the defaulting bidder shall have no claim against the City for a refund.

19. **PLACING OF ORDERS** Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card - Mastercard) executed by the Purchasing Agent or designee. Where Master Agreements have been released by the City, orders may be placed directly with the Contractor by authorized personnel in the ordering Department(s).
20. **MATERIALS** All materials shall be new and free from defects. They shall be standard products of current manufacture. Unless otherwise noted in the contract documents, the Contractor shall abide by specific manufacturer instructions and recommendations on installation and operation.
21. **DELIVERY** Time is of the essence. All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information: 1) the Purchase Order number, 2) Name of the Article and Stock Number, 3) Quantity Ordered, 4) Quantity Shipped, 5) Quantity Backordered, and 5) Name of Contractor.
22. **TRAVEL TIME**  
No payment for travel time to or from the job site shall be charged. Charges begin when the Contractor arrives at each job site and end when the Contractor leaves the job site. The Contract Administrator will verify time records.
23. **BILLING** Unless otherwise specified invoices are to be submitted to the "Bill To" address on the Purchase Order immediately upon completion of the shipment or services.
24. **PAYMENT** Payment shall be made after satisfactory performance of the contract/complete delivery in accordance with all of the provisions thereof, and upon receipt of a properly complete invoice. The City reserves the right to withhold any or all payment or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modification thereto. The acceptance by the Contractor of the final payment made as aforesaid, shall operate as and be a release to the City and every officer and agent thereof, from all claims by and liabilities to the Contractor for anything done or furnished for or relating to or affecting the work under the contract.
25. **TRANSFER OF TITLE** The Contractor warrants that title to all work, materials and equipment will pass to the City upon the receipt of payment by the Contractor, free and clear of all liens, claims, interests or encumbrances.
26. **DEFECTIVE MATERIALS/WORKMANSHIP** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor. If the work shall be found to be defective or to have been damaged before final acceptance, the Contractor shall make good such defect in a manner satisfactory to the City, without extra compensation even though said defect or injury may have not been due to any act or negligence of the Contractor.
27. **CHANGES IN QUANTITIES/ITEMS** The City reserves the right to add or delete any item(s) from the bid in whole or in part at the City's discretion as given in the Bid or Proposal wherever it deems it advisable or necessary so to do and such changes shall in no way invalidate the contract nor affect the bid prices for any item or remaining work. Unit prices submitted in the bid shall not be increased or decreased regardless of changes in quantity. The City may waive minor differences in specifications in bids provided these differences do not violate the specifications' intent nor materially affect the operation for which the items or services are being purchased  
  
The Contractor will be paid for the actual amount of authorized work done or material furnished under any item of the bid at the price bid and stipulated for such item. In case any quantity is increased, the Contractor shall not be entitled to any increased compensation over and above the unit price bid for such item, or any claim for damages on account of loss of anticipated profits should any quantities be decreased. The Contractor shall be responsible for confirming the accuracy of the specified quantities prior to ordering materials or supplies and the City's payment shall be based on the actual quantities incorporated in the work and not the quantities specified in the bid document. The quantities must not exceed the contract specified quantities without specific written authorization of the Purchasing Agent and it is the Contractor's responsibility to obtain said authorization.
28. **DISPUTES** Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the final agreement shall be decided by the City Manager. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the agreement signed by the City and the Contractor. The decision of the City Manager shall be final and conclusive.
29. **EXTRA COSTS** If the Contractor claims that any instructions by the contract documents or otherwise involve extra compensation or extension of time, a written protest must be submitted to the Purchasing Agent within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.
30. **LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal, State, County and City laws, statutes, rules and regulations. The Contractor shall observe and comply with all Federal, State, County and City laws, statutes, rules and regulations that affect the work to be done. The provisions of this contract shall be governed by the laws of the State of Maryland.
31. **INDEMNIFICATION OF THE MAYOR AND COUNCIL** The Contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on the part of the Contractor, or subcontractors or agents thereof.
32. **ETHICS REQUIREMENTS** In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances a prerequisite for payment pursuant to the terms of this contract is that the Contractor may be required to furnish explicit statements, under oath, that the City Manager, and/or any other officer, agent, and/or employee of the City, and any member of the governing



body of the City of Rockville or any member or employee of a Commission, Board, or Corporation controlled or appointed by the City Council, Rockville, Maryland has not received or has not been promised directly or indirectly any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration arising from directly or indirectly related to this contract, and that upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Contractor will furnish to the Mayor and Council of the City of Rockville, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.

33. **TERMINATION FOR CAUSE** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award made to next low Bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor or his surety shall be liable to the City for costs to the City in excess of the defaulted contract prices.
34. **TERMINATION FOR CONVENIENCE** This Contract may be terminated, in whole or in part, upon written notice to the Contractor when the City determines that such termination is in its best interest. The termination is effective 10 days after the notice is issued, unless a different time is given in the notice. The City is liable only for payment for goods and services delivered and accepted or approved by the City prior to the effective date of the termination.
35. **EMPLOYEES** The Contractor shall employ only competent, skillful persons to do the work, and whenever the Project Manager shall notify the Contractor in writing that any person employed on the work is, in his opinion, incompetent, disobedient, disorderly, discourteous or otherwise unsatisfactory, such person shall be discharged from the work and shall not again be employed for this contract except with the consent of the Project Manager.
36. **LANGUAGE** If applicable, the Contractor shall appoint one or more crewmembers or supervisors to act as liaison with the City and emergency services personnel. All liaisons shall be fluently bilingual in English and the Contractor's employees' language(s), and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents are at the site.
37. **SENSITIVE DOCUMENTS** Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measure to prevent distribution of sensitive document to anyone inside or outside of the Contractor's company except Contractor's project participants. After completion of the project, all sensitive document remaining in the Contractor's possession shall continue to be governed under the terms of non-disclosure and must continue to be stored in a secure manner. After such records are no longer needed for record purposes, the records shall be destroyed or returned to the City.
38. **DOCUMENTS, MATERIALS AND DATA** All documents materials or data developed as a result of this contract are the City's property. The City has the right to use and reproduce any documents, materials and data, including confidential information, used in the performance of, or developed as a result of this contract. The City may use this information for its own purposes, including reporting to state and federal agencies. The Contractor warrants that it has title to or right to use all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials and data prepared or developed by the Contractor or supplied by the City.
39. **IMMIGRATION REFORM AND CONTROL ACT** The Contractor awarded a contract pursuant to this bid shall warrant that it does not and shall not hire, recruit or refer for a fee, for employment under the contract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (the Act), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.
40. **EQUAL EMPLOYMENT OPPORTUNITY** The Contractor will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), sex, race, ancestry, color, religion, sexual orientation, gender identity or expression, physical or mental handicap, marital status, or political expression. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

If the Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts, this contract may be declared void AB INITO, cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor's books, records, and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

41. **PERMITS AND REGULATIONS** Unless stipulated elsewhere in these specifications, the Contractor shall be responsible for obtaining and paying for all applicable permits. Where signatures of the City are required in connection with the obtaining of such permits, certificates, etc., the Contractor shall prepare the proper paperwork and present it to the City for signature. City of Rockville Permit fees shall be waived. If the Contractor ascertains at any time that any requirement of this contract is at variance with applicable laws, ordinances, regulations and/or building codes, notification to the Project Manager shall be made immediately and any necessary adjustment to the contract shall be made. Without proper notice to the Project Manager, the

Contractor shall bear all costs arising from the performance of work the Contractor knows to be contrary to such laws, ordinances, etc.

42. **SERVICE OF NOTICES** The mailing a written communication, notice or order, addressed to the Contractor at the business address filed with the City, or to his office at the site of the work shall be considered as sufficient service upon the Contractor of such communication, notice or order; and the date of said service shall be the date of such mailing. Written notice shall also be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended if delivered or sent by registered or certified mail to the last known address.
43. **PATENT RIGHTS** Whenever any article, materials, equipment, process, composition, means, or things called for by these specifications is covered by letters of patent, the successful bidder must secure, before using or employing such article, material etc., the assent in writing of the Owner or Licensee of such Letters of Patent and file the same with the City.  
  
The said assent is to cover not only the use, employment, and incorporation of said article, material, equipment, process, composition, combination, means, or thing in the construction and completion of the work but also the permanent use of said article, material, etc., thereafter by or on behalf of the City, in the operation and maintenance of the project for the purposes for which it is intended or adapted. The Contractor shall be responsible for any claims made against the City, its agents and employees or any actual or alleged infringement of patents by the use of any such patented articles, etc., in the construction and completion of the work, and shall save harmless and indemnify the City, its agents and employees from all costs, expenses, and damages, including Solicitor's and Attorney's fees which the City may be obligated to pay by reason of any actual or alleged infringement of patents used in the construction and completion of the work herein specified.
44. **ABANDONMENT OF OR DELAY IN WORK** If the work under the contract shall be abandoned by the Contractor, or if at any time the City shall be of the opinion and shall so certify, in writing, to the Contractor, that the performance of the contract is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of the contract or is executing the same in bad faith or if the work is not fully completed within the time specified for its completion, together with such extension of time as may have been granted, the City by written notice, may order the Contractor to discontinue all work there under, or any part thereof, within the number of days specified on such notice. At the expiration of said time the Contractor shall discontinue the work, or such part thereof, and the City shall have the power, by contract, or otherwise, to complete said work and deduct the entire cost thereof from any monies due or to become due the Contractor under the contract. For such completion of work the City may, for itself or its Contractor, take possession of and use or cause to be used any or all materials, tools, and equipment found on the site of said work. When any part of the contract is being carried on by the City, as herein provided, the Contractor shall continue the remainder of the work in conformity with the terms of the contract and in such manner as not to interfere with the City's workmen.
45. **SUBLETTING OR ASSIGNING OF CONTRACT** The City and the Contractor each bind themselves, their partners, successors, assigns and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract documents. Neither party to the contract shall sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein to any person, firm or corporation without the written consent of the other party, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City.
46. **SUBCONTRACTING** When allowed, bidders who intend to subcontract any portion of the work including delivery, installation or maintenance will submit to the City prior to the start of work: 1) a description of the items to be subcontracted, 2) all subcontractor names, addresses and telephone numbers and 3) the nature and extent of the work utilized during the life of the contract. This does not relieve the contractor from the prime responsibility of full and complete performance under the contract. There shall be no contractual relationship between the City and any subcontractor.
47. **NO WAIVER OF CONTRACT** Neither the acceptance by the City nor any order, measurement, certificate or payment of money, of the whole or any part of the work, nor any extension of time nor possession taken by the City shall operate as a waiver of any portion of the contract, or any right to damage therein provided. The failure of the City to strictly enforce any provision of this contract shall not be a waiver of any subsequent breach of the same or different nature.
48. **MEASUREMENT OF WORK AND MATERIAL** The work and material to be paid for will be measured and determined by the City according to the specifications and drawings. No allowance will be made for any excess above the quantities required by the specifications and drawings on any part of the work, except where such excess material has been supplied or work done by order of the City and in the absence of default or negligence on the part the Contractor. Should the dimensions of any part of the work or of the materials be less than those required by the drawings or the directions of the City, only the actual quantities placed will be allowed in measurement.
49. **CONTINGENT ITEMS & QUANTITIES** Items and quantities identified as being contingent are provided in the contract for use when and as directed by the City. These items are established for the purpose of obtaining a bid price. The quantities for these contingent items may be increased or decreased without any adjustment to the contract unit price bid or the contingent items may be deleted entirely from the contract by the City. The Contractor shall submit no claim against the City for any adjustment to the contract unit price bid, should the contingent items be increased, decreased or eliminated entirely. Payment for any contingent items used will be made on the basis of the quantities as actually measured and as specified in the Specifications.
50. **GUARANTEE PERIOD** The Contractor shall warrant and guarantee the work required under this contract for a period of twelve (12) months from the date of Final Acceptance. The Contractor warrants and guarantees to the City, that materials and equipment furnished under the contract shall be of good quality and new unless otherwise required or permitted by the contract documents, that all work will be in accordance with the contract documents, and that all work will be of good quality, free from faults and defects. Work not conforming to these requirements, including substitutions not properly approved and authorized,

may be considered defective. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The Contractor's obligation to perform and complete the work in a workmanlike manner, free from faults and defects and in accordance with the contract documents shall be absolute. The Contractor shall remedy, at his own expense, and without additional cost to the City, all defects arising from either workmanship or materials, as determined by the City, or City's representative. The obligations of the Contractor under this Paragraph shall not include normal wear and tear under normal usage.

If the Contractor does not, within ten (10) days after notification from the City, signify his intention in writing or inaction to correct work, as described above, then the City may proceed with the work and charge the cost thereof to the account of the contract as herein before provided.

Warranty documents shall be furnished by the Contractor and shall be delivered to the City before final payment is made.

51. **NOTIFICATION TO OTHER AGENCIES** The Contractor will be responsible for notifying all concerned agencies affected by the work a minimum of 48 hours in advance of any activity, as prescribed by said agencies, including, but not limited to: the Washington Gas, PEPCO, Verizon Comcast Cable, Transcontinental Gas, City of Rockville Utilities Division, Montgomery County Government, State Highway Administration and the Washington Suburban Sanitary Commission. The Contractor must notify MISS UTILITY at 1-800-257-7777 a minimum of 72 hours and no more than 5 working days prior to removal of any pavement or beginning any excavation. There shall be no measurement or direct payment to the Contractor for such notification, working around, the protection of, or repair of damage to such existing utilities caused by the proposed construction activities directly or indirectly.

**INSURANCE REQUIREMENTS REV2 (09/08)**

Prior to the execution of the contract by the City, the Contractor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The Contractor's insurance shall be primary.

The Contractor must submit to the Purchasing Division, 111 Maryland Avenue, Rockville, MD 20850 a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below.

Unless otherwise described in this contract the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

**MANDATORY REQUIREMENTS FOR INSURANCE**

Contractor's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, consultants, agents and employees and any insurance or self-insurance maintained by the City, shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.

<b>Type of Insurance</b>	<b>Amounts of Insurance</b>	<b>Endorsements and Provisions</b>
<b>1. Workers' Compensation</b> <b>2. Employers' Liability</b>	Bodily Injury by Accident: \$100,000 each accident  Bodily Injury by Disease: \$500,000 policy limits  Bodily Injury by Disease: \$100,000 each employee	Waiver of Subrogation: <i>WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement – signed and dated.</i>
<b>3. Commercial General Liability</b>  a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury	Each Occurrence: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. <i>CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.</i>
<b>Automobile Liability</b>  a. All Owned Autos b. Hired Autos <b>4. Non-Owned Autos</b>	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. <b>Form CA20 48 02 99 form to be both signed and dated.</b>
<b>5. Excess/Umbrella Liability</b>	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.
<b>6. Professional Liability</b> (if applicable)	Each Occurrence/Aggregate: \$1,000,000	

Alternative and/or additional insurance requirements, when outlined under the special provisions of this contract, shall take precedence over the above requirements in part or in full as described therein.

**POLICY CANCELLATION**

No change, cancellation or non-renewed shall be made in any insurance coverage without a thirty (30) day written notice to the City Purchasing Division. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

**ADDITIONAL INSURED**

**The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured** on the Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods, and services provided under this contract. Additionally, The Mayor and Council of Rockville must be named as additional insured on the Contractor's Automobile and General Liability Policies. **Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.**

**CERTIFICATE HOLDER**

**The Mayor and Council of Rockville**  
**IFB 22-17, PREVENTIVE MAINTENANCE FOR FITNESS EQUIPMENT**  
City Hall  
111 Maryland Avenue  
Rockville, MD 20850

**\*NOTE\*:**

**PLEASE KEEP IN MIND THAT THE INSURANCE AND ENDORSEMENTS SHALL BE SUBMITTED IN ACCORDANCE WITH THE SPECIFIED INFORMATION ON PAGES 12-13. FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF THE DOCUMENTS. WORK SHALL NOT BEGIN PRIOR TO THE DOCUMENTS BEING APPROVED BY RISK MANAGEMENT HERE AT THE CITY. BE SURE TO INSTRUCT YOUR INSURANCE COMPANY OF THE IMPORTANCE OF THESE DOCUMENTS AND ALSO RENDER A COPY OF THE SPECIFIED PAGES TO THEM FOR CLARITY.**

**PREVENTIVE MAINTENANCE FOR FITNESS EQUIPMENT****SPECIFICATIONS****1. SCOPE OF WORK**

The City of Rockville is soliciting competitive quotes to provide regular on-site Preventive Maintenance of Commercial Fitness Equipment (strength and cardio), for the City's various Community Center Fitness Rooms, and other City locations as required. The current sites are listed on Schedule A, page 17. Maintenance shall be quarterly for all sites.

This bid is also seeking the cost of Commercial Fitness Equipment repair (service calls), on an as needed, as required basis during the same time period. This is to include labor and parts.

**2. CONTRACT TERM**

The initial period of the contract shall be from contract award through June 30, 2018. The City retains the right to extend the contract for five (5) additional one-year periods, through June 30, 2023.

Multiyear contracts may be continued each fiscal year only after funding appropriations and program approval have been granted by the Mayor and Council of Rockville. In the event that the Mayor and Council do not grant necessary funding appropriation, then the affected multiyear contracts becomes null and void, effective July 1 of the fiscal year for which such approvals have been denied.

**3. PREVENTIVE MAINTENANCE REQUIREMENTS**

- a. Preventive Maintenance is to be performed quarterly (four times per year) on each piece of equipment and in accordance with the manufacturer's maintenance guidelines. The exact date and time is to be coordinated by the Contractor and the facility coordinator prior to the contractor performing the inspections. All equipment is to be maintained within factory standards.
- b. The Contractor is to perform Preventive Maintenance to ensure that equipment listed in Schedule A, page 17, performs in accordance with original equipment manufacturers performance standards. Preventive Maintenance services are to include, but not be limited, to those items listed in Schedule B, page 18.
- c. The Contractor shall make recommendations of scheduled replacement for each piece of equipment based off findings during preventive maintenance repairs.
- d. The Contractor shall complete a checklist for each piece of equipment once preventive maintenance repairs have been completed. The checklist shall be rendered to the Contract Administrator to document any deficiencies found and to monitor the work performed.

**4. SERVICE CALL REQUIREMENTS- RESPONSE TIME**

The Contractor shall provide service within one (1) business day following receipt of a verbal work order for service. In the event the Contractor is unable to repair the broken fitness equipment on the initial service call, the subsequent visit will be provided at **no cost**.

**5. REPAIR PARTS**

- a. The Contractor is to ensure that all parts and materials used will be new and conform to the original equipment manufacturers (OEM) specifications. The Contractor is to use only new parts, approved by the OEM, and is not to install parts that have been rebuilt, used, or those removed from another system without the written approval of the City.
- b. Prices are to be quoted in terms of Percentage Discount from a current Published Price List, "List" shall be manufacturer's current published catalogs and current published price list.
- c. The contractor shall maintain an adequate inventory of repair parts and adequate skilled help so that no undue delay is caused in the repair of the fitness equipment covered by this contract.
- d. Vendor is to provide, with this submittal, a listing of repair parts, including manufacturers, that vendor maintains in inventory.
- e. Verification of repair parts cost will take the form of copies of the proof of purchase invoices from the suppliers/manufacturers attached to Contractor's monthly invoices to the City for work completed.
- f. The Contractor shall provide on a quarterly basis, manufacturer listed pricing for each repair part.

**6. SITE VISITS**

Bidders are strongly encouraged to visit the sites as listed on Schedule A (see Contract Administrators email addresses) and familiarize themselves with the fitness equipment. Failure to inspect the fitness equipment prior to award of the contract, should one be awarded, will not relieve the Contractor from the performance of the contract. If a site visit is desired prior to bid submittal, the Contractor must contact the site administrator at least forty-eight (48) hours prior, to schedule a visit. No bidder is to show up un-announced at any time for any reason. No exceptions.

**7. CONTRACT VALUE AND CHANGES IN QUANTITY**

This is a requirements contract to serve at the City's discretion for services specified. The quantities listed are the City's best estimate and are not to be taken as a guarantee of any specific dollar amount. The City reserves the right to add or delete areas under this contract.

**8. ADDITIONS/DELETIONS**

The City reserves the right to add similar items/services or delete items/services specified in the resultant contract as requirements change during the period the contract. The City of Rockville and the Contractor will mutually agree to prices for items/services to be added to the contract. Contract amendments will be issued to all additions or deletions.

**9. PRICE ADJUSTMENTS**

All prices offered herein shall be **firm against any increase for three (3) full years** (through June 30, 2020) from the effective date of this proposed agreement.

A request for price adjustment may not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request shall be based upon the CPI for all urban consumers issued for the Washington, DC Metropolitan Area by the United States Department of Labor's Bureau of Labor Statistics for the specific commodity or service group being provided by the contractor under this contract. The request for the increase must be accompanied with supporting documentation justifying the requested price adjustment. A price increase, if approved, shall be effective sixty (60) days from the date of receipt of the contractor's request and shall be in effect for a period of one year.

A request for price adjustment is subject to approval or rejection by the City. A request for price adjustment from a contractor will not be approved unless the contractor submits to the City sufficient justification to support the Contractor's request.

#### **10. WARRANTY**

The contractor shall fully guarantee all workmanship and materials furnished and installed under this contract against defect for one (1) year from date of completion of the work. Defects will be repaired or replaced at no charge to the City.

Repair parts must be warranted per manufacturer's warranty or one year, whichever is longer.

#### **11. METHOD OF ORDERING/PAYMENT**

It is the intention of the City to have the using department(s) place orders via all the following methods: purchase order, GAX, master agreement, and/or City's P-Card (Procurement Card, currently MasterCard). The successful vendor must be able to accept all these ordering/payment methods.

The Contractor shall provide itemized invoices for all work performed. The City must be made aware per line item, of each charge rendered by the Contractor. No payment shall be made upon receipt of an incorrect invoice. The Contractor shall include on all monthly invoices, quotes or work orders, the exact model number and serial number of the equipment that was serviced. Freight or delivery charges are not to be charged to the City.

#### **12. AGREEMENT**

The successful contractor shall be required to complete a two party standard form of agreement (sample attached, pages 30 and 31).

#### **\*NOTE\*:**

**It is the responsibility of the Contractor to insure the bid is rendered to the Contractual Contact, Jessie J. Woods. If delivery of any kind, rather hand or truck, is utilized, it is the responsibility of the Contractor to insure that delivery personnel has delivered the bid properly and to the correct person/address specified in this IFB. The City will not be held liable for inadvertent late deliveries. Any delivery not made to the address stipulated and not in the Contractual Contacts name by 2pm on TUESDAY, MARCH 14, 2017, will not be honored. No exceptions shall be granted.**



**SCHEDULE A – EQUIPMENT LIST**

<b><u>Thomas Farm Community Center</u></b> 700 Falls Grove Drive, Rockville, MD 20850 <a href="mailto:mcoester@rockvillemd.gov">mcoester@rockvillemd.gov</a>	5 Treadmills 4 Ellipticals 2 Bikes 14 Strength Units 3 Benches
<b><u>Twinbrook Community Center</u></b> 12920 Twinbrook Drive Rockville, MD 20851 <a href="mailto:kday@rockvillemd.gov">kday@rockvillemd.gov</a>	4 Treadmills 3 Ellipticals 2 Bikes 10 Strength Units 2 Benches
<b><u>Lincoln Park Community Center</u></b> 357 Frederick Avenue Rockville, MD 20850 <a href="mailto:yveboah@rockvillemd.gov">yveboah@rockvillemd.gov</a>	3 Treadmills 2 Elliptical 1 Bike 1 Rower 12 Strength Units 4 Benches
<b><u>Senior Center</u></b> 1150 Carnation Drive Rockville, MD 20850 <a href="mailto:cklopfen@rockvillemd.gov">cklopfen@rockvillemd.gov</a>	4 Treadmills 3 Ellipticals 4 Bikes 10 Strength Units 2 Seated Steppers 1 Upper Body Ergometer 2 Benches
<b><u>Swim and Fitness Center</u></b> 355 Martins Lane Rockville, MD 20850 <a href="mailto:meldridge@rockvillemd.gov">meldridge@rockvillemd.gov</a>	5 Treadmills 4 Elliptical 2 Bikes 2 Steppers 2 Rowers 4 Benches 12 Strength Units

## **SCHEDULE B - PREVENTIVE MAINTENANCE PROCEDURES LIST**

**Preventive Maintenance services are to include, but need not be limited to the following:**

### **TREADMILLS**

- Inspect display and housing for cracks and defects
- Inspect motor cover for cracks and defects
- Inspect any running belts and decks for wear
- Adjust any belt tracking.
- Lubricate any deck as needed.
- Inspect motor brushes for excessive wear and proper seating
- Inspect motor armature.
- Inspect alignment of drive pulleys.
- Lubricate elevation mechanism.
- Inspect drive and take up roller bearings.
- Inspect E-Stop for proper operation.
- Run a systems check:
  - Speed – 0 to Max
  - Elevation – 0 to Max
  - Heart Rate, if applicable
- Calibrate Treadmill.
- Vacuum, in and around, MCB, motors, pan, running belt, and deck.
- Test machine for proper overall functioning.
- Record all problems and defects observed.
- Record all information necessary for repair or parts ordering such as manufacturer, model, and serial number.

### **ELLIPTICALS/CROSSTRAINERS**

- Inspect ramps for excessive wear and scars.
- Inspect wheels for bearing failure and proper spinning movement.
- Inspect pedal arm for proper movement.
- Inspect pedal arm to pivot arm connection for worn bushings and loose bolts.
- Inspect crank arm to pivot arm for worn shafts and bushings.
- Inspect crank arm to flywheel for worn shafts and bushings.
- Inspect covers for mounting bolts and cracks.
- Inspect upper arms for loose mounting.
- Inspect display for proper function and cracked or defective faceplates.
- Lubricate picot points and bearings, as needed.
- Test machine for proper overall functioning.
- Record all problems and defects observed.
- Record all information necessary for repair or parts ordering such as manufacturer, model, and serial number.

### **BIKES**

- Inspect frame covers for cracks, missing parts, and wear.
- Inspect belts and adjust as needed.
- Inspect chains and lubricate as needed.
- Inspect and clean alternator brushes and commutator, as needed.
- Inspect seat assembly and pads for excessive wear, defects, and tears.
- Test seat adjustment for proper functioning.
- Inspect display for proper functioning, excessive wear, and defects.
- Inspect pedals for proper functioning, excessive wear, and defects.
- Inspect crank assembly for tension, bearing play, and defects.
- Test bike for proper resistance levels.
- Inspect for missing wheels and levers.
- Test machine for proper overall functioning.
- Record all problems and defects observed.
- Record all information necessary for repair or parts ordering such as manufacturer, model, and serial number.

### **STEPPERS**

- Inspect frame covers for cracks, missing parts, and wear.
- Inspect display for proper functioning, excessive wear, and defects.
- Inspect pedal arms and pedals for proper functioning, excessive wear, worn bushings, and defects.
- Lubricate chains, as needed.
- Test machine for proper overall functioning.
- Record all problems and defects observed.
- Record all information necessary for repair or parts ordering such as manufacturer, model, and serial number.

### **RESISTANCE MACHINES/FREE WEIGHTS**

- Inspect pads and upholstery for excessive wear and defects.
- Inspect and lubricate guide rods for smooth operation.
- Inspect snap-hooks, weight stack selector pins, pull pins, swivels, and links for excessive wear and defects.
- Inspect cables and/or belts for excessive wear and defects.
- Inspect belt brackets, if applicable, and tighten.
- Lubricate bushings.
- Test machine for proper overall functioning.
- Record all problems and defects observed.
- Record all information necessary for repair or parts ordering such as manufacturer, model, and serial number.

## 1. SITE INSPECTION

The bidder is expected to have become familiar with and take into consideration, site conditions which may affect the work and check all dimensions at each site.

Each bidder is highly recommended to acquaint themselves thoroughly as to the character and nature of the work at each location. Each bidder furthermore is highly recommended to make a careful examination of the site and inform themselves fully as to the difficulties to be encountered in performance of the work.

No plea of ignorance of conditions that exist or may hereafter exist on the site of the work, or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigation and examination, will be accepted as an excuse for failure or omission on the part of the contractor to fulfill in every detail all requirements set forth herein.

The bidder, in carrying out the inspections, shall employ methods or means as to not cause interruption of or interference with the work of any other contractor, or City personnel at the site.

## 2. SUBCONTRACTING

There shall be **NO** subcontracting or assignment of work delegation.

## 3. COMMUNICATIONS SYSTEM

Contractor shall be required to maintain an office which is staffed by a company representative during normal business hours, Monday through Friday, 7:00 a.m. to 5 p.m. An answering machine is **not** an acceptable point of contact.

Contractor shall have available at all times a dedicated line for facsimile machine, email address, and cellular telephone number(s) for 24 hour communication between the Contract Administrator and the Contractor.

For calls outside the normal City working hours (nights, weekends, and holidays), the Contractor shall provide a contact name and telephone number, or provide the telephone number to a voice mail paging system or answering service. Messages left on voice mail paging system or with an answering service must be responded to within 30 minutes after the call is received.

## 4. REFERENCES

Bidder shall provide five (5) current references (see Reference form pages 27-28) of similar size and scope which similar services have been provided.

## 5. EMPLOYEES

Contractor shall maintain a fully qualified work force and shall make available throughout the period of the contract a sufficient number of employees to perform all required services within the hours indicated in the schedule.

Contractor's employees shall be thoroughly trained and instructed by the Contractor's supervisors as to the required duties and methods of performance for each location serviced. All employees, while on site, shall receive close and continuing first line supervision. Additionally, all employees shall maintain a courteous and respectful attitude toward the public and City personnel at all times. At no time shall there be any soliciting or requesting of gratuities of any type.

Contractor's employees shall work quietly and unobtrusively to avoid interfering with the work environment of the locations being serviced during normal business hours.

Within ten (10) days of award, the successful Contractor shall furnish to the Contract Administrator a list of names of the employees assigned to the contract. An updated list shall be submitted to the Contract Administrator when changes of employees occur.

Contractor shall obtain and maintain criminal background checks on all employees assigned to this contract prior to the start of the contract or upon employment during the contract period. Contractor shall inform the City of Rockville of any criminal convictions of any type, for any contract employee, prior to the start of the contract. Contractor shall provide copies of the background checks to the Contract Administrator ten (10) days prior to the start of the contract or if a new employee, ten (10) days prior to beginning work at any City location.

The City may require the dismissal of any employee who the City determines, at its sole discretion, as incompetent, careless, insubordinate, or who violates any governmental law, rule or regulation in a City facility. The City may require at its sole discretion, reassignment, and restricted access of any employee the City believes may be a security risk.

Contractor shall wear clothing or name badge which has the company name attached at all times while on City premises.

## **6. ACCIDENT PREVENTION AND PROTECTION OF FACILITIES AND OCCUPANTS**

Precautions shall be exercised at all times for the protection of persons and property. Contractor performing services under this contract shall conform to all relevant OSHA, State, County, and City regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the Contractor.

Barricades and/or signage shall be provided and posted by the Contractor when work is performed in areas traversed by persons, or when deemed necessary by the Contract Administrator. When washing or waxing floors, warning signs must be placed in the area making the public aware of the conditions of the floor. Signs shall remain in place until floors have thoroughly dried. Once dry, signs shall be removed and stored in janitorial closets (if applicable) or with the Contractor.

Contractor shall provide for a neat, clean, and safe environment at all times. All vehicles, trailers, and other equipment must be in proper working order. Contractor's vehicles must be clearly marked with the company's name and/or logo.

Contractor shall take all necessary precautions to protect existing City equipment, Contractor's equipment, City facilities, and occupants from damages or harm caused by any work.

Damage by the Contractor to any person or property, public or private, shall be repaired and/or compensated by the Contractor, at no cost to the City. Any damages or injuries shall be reported to the Contract Administrator, in writing, within 24 hours of occurrence.

Prior to leaving the building and/or completed section of the location being serviced, it shall be the responsibility of the Contractor to close and lock all windows, turn off all lights (except if otherwise directed) and securely fasten and/or lock all doors.

Contractor shall leave work site clean and free of any tools and other materials related to the work.

## **7. QUALITY CONTROL**

The Contract Administrators reserve the right to make a daily visual inspection of all equipment to ensure that a high-quality standard of maintenance is being maintained. The City reserves the right to use a checklist of maintenance duties for any location if deemed necessary.

## **8. ACCESS TO LOCATIONS**

Contractor may be, if applicable, given access to all equipment locations by the Contract Administrators. The Contract Administrators may provide the Contractor either a key or key code to access the locations. Contractor shall be responsible for the safe keeping of all keys and key codes while in their custody and shall **not** be shared with any persons other than the Contractor's employees.

Contractor shall report all lost or stolen keys to the Contract Administrator within twenty-four (24) hours after discovery of the loss. Contractor shall reimburse the City for the total cost, as determined by the City, for re-keying the facility or for duplicating additional keys.

Upon expiration or termination of the contract, the Contractor shall immediately return all City issued keys, badges and cards to the Contract Administrator.

Contractor shall be responsible for any lost keys, card keys and any inherent damages (i.e. re-keying of whole facility). The decision to re-key the whole facility is solely that of the City.

Upon completion of the contract, final payment shall be withheld until all issued keys, badges and cards are returned to the Contract Administrator.

The awarded Contractor shall set up appointments quarterly with each Contract Administrator. The Contract Administrator for each site must be present during each visit in which quarterly maintenance is administered by the Contractor. No exceptions. All appointments shall be made at least forty-eight (48) hours in advance.

Contractor shall provide a written estimate for inspection time for each piece of equipment. The Contract Administrator shall be given by the Contractor, written documentation which explains in detail, the estimated amount of time for the entire quarterly inspection of each piece of equipment.

The Contractor shall utilize an itemized check-list for each piece of equipment inspected. The check-list shall be distributed by the Contract Administrator. The check-list shall be rendered by the Contractor to the Contract Administrator upon completion of the quarterly inspection. The check-list is to be signed off on by the Contractor and the Contract Administrator upon mutual agreement that all work is satisfactory.

## **9. DEFICIENCIES IN WORK**

Contractor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract requirements. All corrections shall be made within two (2) calendar days after such rejected defects, deficiencies and/or non-conformances are verbally reported to the Contractor by the Contract Administrator. The Contractor shall bear all costs of correcting such rejected work. If the Contractor fails to correct the work within the period specified the City may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default if the corrections are not completed to the satisfaction of the City within three (3) calendar days of receipt of the notice. If the Contractor fails to correct the work within the period specified in the notice, the City shall place the Contractor in default, obtain the services of another vendor to correct the deficiencies and charge the Contractor for these costs; either through a deduction from the final payment owed to the Contractor or through invoicing. If

the Contractor fails to honor this invoice or credit memo, the City may terminate the contract for default.

The City reserves the right to terminate this contract after three (3) written complaints for lack of quality work performance. A thirty (30) day termination notice will be rendered by the Contract Administrator.

## 10. WORK SCHEDULE

The City requires that all routine work be scheduled according to days and hours as specified below for each facility. The City observes the following holidays:

New Year's Day	MLK Jr. Birthday	Independence Day
Presidents Day	Memorial Day	Christmas Day
Labor Day	Thanksgiving Day	

The following are facilities that will remain open on City holidays (with the exception of Thanksgiving and Christmas Day) and will require performance of routine janitorial service at no additional cost to the City. These facilities are:

Rockville Swim Center, Twinbrook Community Center, Thomas Farm Community Center, and the Lincoln Park Community Center.

## 11. USE OF CONTRACT BY OTHER PUBLIC BODIES

Bidders are advised that the resultant contract(s) may be extended, with the authorization of the Bidder to other public bodies, or public agencies or institution of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the resulting contract. If any other public body decides to sue the final contract, the Contractor(s) must deal directly with that public body concerning the placement or orders, issuance of the purchase orders, contractual disputes, invoicing and payment. The City of Rockville acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have NO EFFECT on consideration of your bid.

It is the Contractor's responsibility to notify the public body(s) of the availability of the contract(s).

The City of Rockville shall **not** be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

## 12. CONTRACT ADMINISTRATORS

After award, all inquiries shall be directed to:

### **Thomas Farm Community Center**

700 Falls Grove Drive,  
Rockville, MD 20850

**Martha Coester**

[mcoester@rockvillemd.gov](mailto:mcoester@rockvillemd.gov)

(240) 314-8842

### **Twinbrook Community Center**

12920 Twinbrook Drive  
Rockville, MD 20851

**Kelley Day Terry**

[kday@rockvillemd.gov](mailto:kday@rockvillemd.gov)

(240) 314-8830

### **Lincoln Park Community Center**

357 Frederick Avenue  
Rockville, MD 20850

**Yvette Yeboah-Schools**

[yveboah@rockvillemd.gov](mailto:yveboah@rockvillemd.gov)

(240) 314-8783

### **Senior Center**

1150 Carnation Drive  
Rockville, MD 20850

**Chris Klopfer**

[cklopfer@rockvillemd.gov](mailto:cklopfer@rockvillemd.gov)

(240) 314-8822

### **Swim and Fitness Center**

355 Martins Lane  
Rockville, MD 20850

**Martin Seitz**

[mseitz@rockvillemd.gov](mailto:mseitz@rockvillemd.gov)

(240) 314-8753

**CITY OF ROCKVILLE  
ROCKVILLE, MARYLAND**

**BID PROPOSAL FORM PAGE ONE (1)  
INVITATION FOR BID 22-17  
PREVENTIVE MAINTENANCE FOR FITNESS EQUIPMENT**

IN ACCORDANCE WITH ALL TERMS, SPECIFICATIONS AND REQUIREMENTS, WE PROPOSE TO FURNISH ALL LABOR, EQUIPMENT, MATERIALS AND SERVICES AND THE PERFORMANCE OF ALL WORK NECESSARY FOR PREVENTIVE MAINTENANCE FOR FITNESS EQUIPMENT.

ITEM #	DESCRIPTION See Schedule A, Page 6 for Fitness Equipment Listing	Unit Price (cost per visit)	UNIT	Quantity	TOTAL ANNUAL COST
1	<u>Thomas Farm Community Center</u> 700 Falls Grove Drive, Rockville, MD 20850	\$ _____	Quarterly	4/year	\$ _____
2	<u>Twinbrook Community Center</u> 12920 Twinbrook Drive Rockville, MD 20851	\$ _____	Quarterly	4/year	\$ _____
3	<u>Lincoln Park Community Center</u> 357 Frederick Avenue Rockville, MD 20850	\$ _____	Quarterly	4/year	\$ _____
4	<u>Senior Center</u> 1150 Carnation Drive Rockville, MD 20850	\$ _____	Quarterly	4/year	\$ _____
5	<u>Swim and Fitness Center</u> 355 Martins Lane Rockville, MD 20850	\$ _____	Quarterly	4/year	\$ _____
6	<u>Service Call Rate</u> , includes repairs above and beyond quarterly PM	Flat rate per service call, \$ amount or N/A \$ _____		City-Wide Annual Estimate: 28	\$ _____
7	<u>Labor Rate</u> (for repairs – <u>NOT concurrent</u> with a Preventive Maintenance call)	\$ _____ \$ _____	7a. Per Hour 7b. Per Half- Hour	40 10	7a. \$ _____ 7b. \$ _____
8	<u>Labor Rate</u> (for repairs – <u>CONCURRENT</u> with a Preventive Maintenance call)	\$ _____ \$ _____	8a. Per Hour 8b. Per Half- Hour	8 4	8a. \$ _____ 8b. \$ _____
9	* <u>Percentage Discount off parts for repair service</u> _____ %	* If percentage discount off parts varies by manufacturer, attach a separate sheet showing such.			
				<b>GRAND TOTAL</b> ** Items 1-8b	\$ _____

\*\* The GRAND TOTAL above is used for comparison purposes only.

Name of Bidder (RETURN IN DUPLICATE) \_\_\_\_\_

**BID PROPOSAL FORM PAGE TWO (2)**

1. The successful bidder will be required to furnish a Certificate of Insurance and other Insurance Documents in accordance with Insurance Requirements Terms and Conditions (pages 12 and 13). Confirm that you are able to obtain the Insurance Documents as required in this IFB:

\_\_\_\_\_ **YES** \_\_\_\_\_ **NO**

2. Attach/include any Service Agreement you may require to begin Preventive Maintenance. If no Service Agreement is included with your bid submittal the City will conclude that no Service Agreement is required.

3. The successful bidder will execute the City's contract as outlined on pages 30 and 31 of this invitation for bid (IFB). Confirm that you will execute the City's Standard Two-Party Form of Agreement as required in this IFB:

\_\_\_\_\_ **YES** \_\_\_\_\_ **NO**

4. What is the estimated amount of time it will take to do preventive maintenance on each machine listed below and under Schedule B?

Treadmills\_\_\_\_\_, Ellipticals/Cross-trainers\_\_\_\_\_, Bikes\_\_\_\_\_, Steppers\_\_\_\_\_

Resistance Machines/Free-weights\_\_\_\_\_

**Do you claim an exception to any specification in this bid? (attach additional pages if needed)**

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**The City reserves the right to reject any bid based upon exceptions rendered by the Contractor.**

**EMERGENCY AND NON EMERGENCY CONTACT INFORMATION**

Normal Business Hours (between 7 a.m. – 6 p.m., Monday – Friday):

CONTACT NAME(S): \_\_\_\_\_

TELEPHONE NUMBER(S): \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**LIST OF REPAIR PRODUCT SUPPLIERS**

Identify the names of all suppliers/manufacturers who will be providing products to you under this contract.

(A) \_\_\_\_\_

(B) \_\_\_\_\_

(C) \_\_\_\_\_

**ADDENDA**

Acknowledgment is hereby made of the following Addenda, if any, (identified by number) received since issuance of this bid: \_\_\_\_\_.

Name of Bidder (RETURN IN DUPLICATE) \_\_\_\_\_



**SUBMITTALS**

The following items shall be submitted with the bid:

- a. Bid Proposal Forms, **one original and one copy** (pgs. 23-24)
- b. Bid Acceptance Forms (pgs. 25-26)
- c. Reference Form (pgs. 27-28)
- d. W9 (pg. 5)
- e. Affidavit (pg. 29)
- f. COG Rider (pg. 32)

THE BIDDER IS HEREBY NOTIFIED THAT THIS DOCUMENT SHALL BE SIGNED IN INK IN ORDER FOR THE BID TO BE ACCEPTED. BY SIGNING, THE BIDDER CERTIFIES THAT HE/SHE WILL COMPLY IN EVERY ASPECT WITH THESE SPECIFICATIONS.

The bid, if submitted by an individual, shall be signed by an individual; if submitted by a partnership, shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation the same shall be signed by the President and attested by the Secretary or an Assistant Secretary. If not signed by the President as aforesaid, there must be attached a copy of that portion of the By-Laws, or a copy of a Board resolution, duly certified by the Secretary, showing the authority of the person so signing on behalf of the corporation. In lieu thereof, the corporation may file such evidence with the Administration, duly certified by the Secretary, together with a list of the names of those officers having authority to execute documents on behalf of the corporation, duly certified by the Secretary, which listing shall remain in full force and effect until such time as the Administration is advised in writing to the contrary. In any case where a bid is signed by an Attorney in Fact the same must be accompanied by a copy of the appointing document, duly certified.

**IF AN INDIVIDUAL:**

NAME: \_\_\_\_\_

\_\_\_\_\_ Street and/or P.O. Box

\_\_\_\_\_ City State Zip Code Fed ID or SSN

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ Signature Date

\_\_\_\_\_ Print Signature

WITNESS: \_\_\_\_\_

\_\_\_\_\_ Signature

\_\_\_\_\_ Print Signature

**IF A PARTNERSHIP:**

NAME OF PARTNERSHIP: \_\_\_\_\_

\_\_\_\_\_ Street and/or P.O. Box

\_\_\_\_\_ City State Zip Code Fed ID or SSN

BY: \_\_\_\_\_ (SEAL) \_\_\_\_\_  
Member Signature Date

Print Signature

TITLE: \_\_\_\_\_ WITNESS: \_\_\_\_\_  
Signature

Print Signature

**IF A CORPORATION:**

NAME OF CORPORATION:\_\_\_\_\_

Street and/or P.O. Box

City

State

---

Zip Code

Fed ID or SSN

STATE OF INCORPORATION:\_\_\_\_\_

BY: \_\_\_\_\_ (SEAL) \_\_\_\_\_  
Signature Date

Print Signature

TITLE: \_\_\_\_\_ WITNESS: \_\_\_\_\_  
Secretary's Signature

Print Signature

**REMITTANCE ADDRESS** (if different than above)

Street and/or P.O. Box

City

State

Zip Code

Name of Bidder (RETURN IN DUPLICATE) \_\_\_\_\_

**REFERENCES**

The City of Rockville reserves the right to reject bids from any bidder not meeting the minimum qualifications. The bidder shall be a competent and experienced contractor with an established reputation within the community. The bidder shall have performed similar work for a minimum period of five (5) years. Bidder shall furnish a representative list of five (5) projects involving work as specified, two of which shall be the last jobs completed.

1. Company Name\_\_\_\_\_

Address:\_\_\_\_\_

Contact Person:\_\_\_\_\_ Current phone #:\_\_\_\_\_

Contract Amount:\_\_\_\_\_ Name of your project supervisor:\_\_\_\_\_

Contract Term: \_\_\_\_\_

Percent of work by own forces:\_\_\_\_\_ (if applicable)

Description:\_\_\_\_\_

\_\_\_\_\_

2. Company Name\_\_\_\_\_

Address:\_\_\_\_\_

Contact Person:\_\_\_\_\_ Current phone #:\_\_\_\_\_

Contract Amount:\_\_\_\_\_ Name of your project supervisor:\_\_\_\_\_

Contract Term: \_\_\_\_\_

Percent of work by own forces:\_\_\_\_\_ (if applicable)

Description:\_\_\_\_\_

\_\_\_\_\_

3. Company Name\_\_\_\_\_

Address:\_\_\_\_\_

Contact Person:\_\_\_\_\_ Current phone #:\_\_\_\_\_

Contract Amount\_\_\_\_\_ Name of your project supervisor:\_\_\_\_\_

Contract Term: \_\_\_\_\_

Percent of work by own forces:\_\_\_\_\_ (if applicable)

Description:\_\_\_\_\_

\_\_\_\_\_

Name of Bidder (RETURN IN DUPLICATE) \_\_\_\_\_

**LIST TWO CURRENT CONTRACTS COMPLETED BY YOUR FIRM.**

4. Company Name \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Current phone #: \_\_\_\_\_  
Contract Amount \_\_\_\_\_ Name of your project supervisor: \_\_\_\_\_  
Contract Term: \_\_\_\_\_  
Percent of work by own forces: \_\_\_\_\_ (if applicable)  
Description: \_\_\_\_\_  
\_\_\_\_\_

5. Company Name \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Current phone #: \_\_\_\_\_  
Contract Amount \_\_\_\_\_ Name of your project supervisor: \_\_\_\_\_  
Contract Term: \_\_\_\_\_  
Percent of work by own forces: \_\_\_\_\_ (if applicable)  
Description: \_\_\_\_\_  
\_\_\_\_\_

Name of Bidder (RETURN IN DUPLICATE) \_\_\_\_\_

**A F F I D A V I T**

**I hereby affirm that:**

**I am the \_\_\_\_\_ and the duly authorized representative of the firm of \_\_\_\_\_ whose address is \_\_\_\_\_**

**and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.**

**I further affirm: AFFIDAVIT OF QUALIFICATION TO CONTRACT WITH A PUBLIC BODY**

1. Except as described in Paragraph 2 below, neither I nor the above firm nor, to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the state, including any bi-county or multi-county entity), has:

A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:

- (1) bribery, attempted bribery, or conspiracy to bribe.
- (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract.
- (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
- (4) a criminal violation of an anti-trust statute.
- (5) a violation of the Racketeer Influenced and Corrupt Organization act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract.
- (6) a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- (7) conspiracy to commit any of the foregoing.

B. pled nolo contendere to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph.

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph.

2. [State "none," or as appropriate, list any conviction, plea or admission as described in Paragraph 1 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any]. \_\_\_\_\_

3. I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Mayor and Council of Rockville under which a person or business debarred or suspended from contracting with a public body under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I acknowledge that this Affidavit is to be furnished to the Mayor and Council of Rockville and, where appropriate, to the State Board of Public Works and to the Attorney General. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland which provides that persons who have engaged in certain prohibited activity may be disqualified, either by operation in law or after a hearing, from entering into contracts with the Mayor and Council of Rockville. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Mayor and Council of Rockville may terminate any contract awarded, and take any other appropriate action.

**NON—COLLUSION AFFIDAVIT**

1. Am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

2. Such bid is genuine and is not a collusive or sham bid

3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of Rockville, Maryland (Local Public Agency) or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant

**I do solemnly declare and affirm under the penalties of perjury that the contents of these affidavits are true and correct.**

**Signature and Title \_\_\_\_\_ Date \_\_\_\_\_**

**Name of Bidder (RETURN IN DUPLICATE) \_\_\_\_\_**

**SAMPLE CONTRACT**  
**For Machinery, Supplies, and/or Services**

**STANDARD FORM OF AGREEMENT BETWEEN THE CITY OF ROCKVILLE  
AND SUPPLIER OR CONTRACTOR**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between  
THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND, hereinafter referred to as the "COUNCIL" and  
(A) \_\_\_\_\_

hereinafter referred to as the "CONTRACTOR".

WITNESSETH, that the CONTRACTOR and the COUNCIL for the consideration hereinafter named, agree as follows:

**ARTICLE 1.** The COUNCIL agrees to pay the CONTRACTOR for the performance of the contract the  
sum \_\_\_\_\_  
of \_\_\_\_\_ dollars (\$\_\_\_\_\_)

**ARTICLE 2.** The CONTRACTOR agrees to furnish performance and payment bonds in such form as shall be acceptable to the COUNCIL, where required in the invitation for bid or the request for quotation, or where required by Maryland Law.

**ARTICLE 3.** The CONTRACTOR agrees to furnish all of the machines, equipment, material, and/or labor  
Described in the specifications entitled \_\_\_\_\_

**ARTICLE 4.** The COUNCIL may make any alterations, deviations, additions or omissions from the aforesaid specifications, which it may deem proper, without affecting or making void this contract; and in such cases the COUNCIL shall value or appraise such alterations and recommend the amount added to or deducted from the amount herein agreed to be paid to the CONTRACTOR for the excess or deficiency occasioned by such alterations. In case any alterations or deviations are made, such further time may be allowed for completion of the work, caused by such alterations or deviations as the purchasing agent or an appropriate department head of the City of Rockville shall decide to be reasonable.

**ARTICLE 5.** If the CONTRACTOR shall be adjudged bankrupt or if he shall make a general assignment for the benefit of his creditors, or if a Receiver shall be appointed on account of his insolvency, or if he shall persistently or repeatedly refuse or shall fail, except in case where extension of time is provided, to supply enough properly skilled workmen or proper materials or if he should fail to make prompt payment to subcontractors for materials or labor, or disregard law, ordinances or the instructions of the COUNCIL or otherwise be guilty of substantial violation of any provision of this Agreement, then the COUNCIL may, without prejudice to any other right or remedy, and after giving the CONTRACTOR reasonable notice, terminate the employment of the CONTRACTOR and take possession of the machines, equipment and material already delivered or in process of delivery.

**ARTICLE 6.** The CONTRACTOR and the COUNCIL agree that this Agreement, the Invitation for Bid or the request for quotation and all of the specifications therewith and all modifications thereof constitute the Contract, and that they are fully a part of the Contract as if hereto attached or herein repeated and that for themselves and each of them, their successors, personal representatives and assigns hereby agree to the performance of the covenants herein contained.

**ARTICLE 7.** The CONTRACTOR, with the execution of this Contract, makes assurance that all materials necessary for the completion of this project are now available to him or will be available so as not to cause delay in the time specified for completion, nor will there be any further expense to the COUNCIL by reason of any special expense imposed by his supplier or fabricator after this Contract is executed.

**ARTICLE 8.** The CONTRACTOR at all times shall observe and comply with all Federal and State Laws and local laws, ordinances and regulations in any manner affecting the conduct of the work; and all such other orders or decrees as exist at present and those which may be enacted later, of bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the Mayor and Council and all of its officers, agents, and servants against any claim or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders or decrees whether by himself or his employees.

The CONTRACTOR shall indemnify and save harmless the Mayor and Council of Rockville, Maryland, and all its officers, agents and servants from all suits, actions and damages and costs, of every name and description to which the COUNCIL may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on the part of the CONTRACTOR, his servants or agents or to other cause.

IN WITNESS WHEREOF, the said (A) \_\_\_\_\_ and the COUNCIL have caused these presents to be signed and sealed.

For  
Corporations.

Corporation: \_\_\_\_\_

\*By: \_\_\_\_\_ (Seal)

(Either president or vice-president. If other person is authorized, authorization in form of corporate resolution must be attached.)

Witness: \_\_\_\_\_

(Should be secretary or Asst. secretary.)

\*Corporate seal must be impressed through name of person signing for corporation.

For individuals  
or partnerships.

Name: \_\_\_\_\_ (Seal)

(Either owner or partner)

Witness: \_\_\_\_\_

**MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND**

By \_\_\_\_\_ (Seal)

City Manager

**ATTEST:**

\_\_\_\_\_  
City Clerk

Approved as to form and legality

\_\_\_\_\_  
City Attorney

NOTE (A): The CONTRACTOR shall enter the exact name of the business. An individual trading as a company shall enter: John Doe t/a Doe Masonry Company.

(Sample Only. Do **not** return with bid.)

### **Metropolitan Washington Council of Governments Rider Clause**

#### **USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.**

- A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your bid/proposal.
- D. It is the awarded Contractor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The City Of Rockville shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

#### **BIDDER'S AUTHORIZATION TO EXTEND CONTRACT TO:**

Yes / No	Jurisdiction	Yes / No	Jurisdiction
	Alexandria, Virginia		Alexandria Public Schools
	Alexandria Sanitation Authority		Arlington County, Virginia
	Arlington County Public Schools		Bowie, Maryland
	Charles County Public Schools		College Park, Maryland
	Culpeper County, Virginia		District of Columbia
	District of Columbia Courts		District of Columbia Public Schools
	District of Columbia Water & Sewer Auth.		Fairfax, Virginia
	Fairfax County, Virginia		Fairfax County Water Authority
	Falls Church, Virginia		Fauquier County Schools & Government, Virginia
	Frederick, Maryland		Frederick County, Maryland
	Gaithersburg, Maryland		Greenbelt, Maryland
	Herndon, Virginia		Loudoun County
	Loudoun County Public Schools		Loudoun County Sanitation Authority
	Manassas, Virginia		City of Manassas Public Schools
	Manassas Park, Virginia		Maryland-National Capital Park & Planning Comm.
	Metropolitan Washington Airports Authority		Metropolitan Washington Council of Governments
	Montgomery College		Montgomery County, Maryland
	Montgomery County Public Schools		Prince George's County, Maryland
	Prince George's Public Schools		Prince William County, Virginia
	Prince William County Public Schools		Prince William County Service Authority
	Rockville, Maryland		Spotsylvania County Schools
	Stafford County, Virginia		Takoma Park, Maryland
	Upper Occoquan Sewage Authority		Vienna, Virginia
	Washington Metropolitan Area Transit Authority		Washington Suburban Sanitary Commission
	Winchester, Virginia		

Name of Bidder (RETURN IN DUPLICATE) \_\_\_\_\_